

THE HONORABLE RONALD B. LEIGHTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NEW YORK LIFE INSURANCE)
COMPANY, a New York mutual insurance)
company,)

Plaintiff-in Interpleader,)

v.)

MICHAEL CRAIG POWELL; ALINA)
DAWN POWELL; JOHN SAMUEL)
POWEL; JENNIFER RAE GRAVES;)
STEVEN CRAIG POWELL; TERRICA)
POWELL; CHARLES COX and JUDY COX)
as Special Administrators for the Estate of)
Susan Powell, an absentee person; SUSAN)
POWELL, or her successors in trust, as)
Trustee of the Joshua S. Powell and Susan M.)
Powell Revocable Trust, u/a/d February 4,)
2009, CHARLES F. COX; and JUDY COX,)

Defendants-in-Interpleader.)

No. 12-CV-05184-RBL

**STIPULATION AND ORDER
DISMISSING CLAIMS AGAINST
NEW YORK LIFE INSURANCE
COMPANY WITH PREJUDICE AND
DISCHARGING LIABILITY
REGARDING PAYMENT OR
DISTRIBUTION OF
INTERPLEADED FUNDS**

I. STIPULATION

This is a stipulation by and between plaintiff-in-interpleader New York Life Insurance Company (“New York Life”), defendant-in-interpleader Michael Powell and defendants-in-interpleader Charles Cox, Judy Cox and Charles and Judy Cox as Special Administrators for the Estate of Susan Powell (“Cox Defendants”) for the purpose of dismissing all claims with prejudice by Michael Powell and the Cox Defendants against New York Life related to benefits payable under two life insurance policies (numbers 48789237 and 48789198) and associated children’s term riders issued by New York Life to Joshua Powell and Susan Powell (“Insurance

STIPULATION AND ORDER DISMISSING CLAIMS AGAINST NEW
YORK LIFE INSURANCE COMPANY - 1
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1 Policies”), the disbursement of the interpleaded funds, or the handling of this claim.

2 All known interested parties have been served with this interpleader action.
3 Furthermore, New York Life has deposited the proceeds of the Insurance Policies, plus interest,
4 with this Court for a determination of the rights as between the defendants-in-interpleader.
5 New York Life makes no claim and has no interest in the deposited funds or the policy
6 proceeds.

7 Therefore, Michael Powell and the Cox Defendants stipulate and agree to dismiss with
8 prejudice and without costs any claims and/or counterclaims against New York Life that were
9 filed or that could have been filed including, but not limited to, any claim for breach of
10 contract, bad faith, unfair or deceptive act or practice, unreasonable denial of a claim for
11 payment of benefits, violation of the Consumer Protection Act, violation of the Insurance Fair
12 Conduct Act, or negligence.

13 Michael Powell and the Cox Defendants further stipulate and agree that New York Life
14 and its affiliates and all of its present or former directors, officers, employees, agents and
15 representatives shall be discharged from any liability relating to or arising out of or connected
16 in any way with the Insurance Policies, including but not limited to, any benefit payable
17 thereunder, the handling and investigation of this claim, New York Life’s internal policies and
18 procedures for processing beneficiary change requests, or the disbursement of the interpleaded
19 funds.

20 Michael Powell and the Cox Defendants further stipulate and agree that they shall be
21 enjoined from making any claim against New York Life and/or its affiliates and all of its
22 present or former directors, officers, employees, agents and representatives with regard to any
23 benefit payable under the Insurance Policies, or with regard to the disbursement of the
24 interpleaded funds, or with regard to the handling or investigation of this claim, or with regard
25 to New York Life’s internal policies and procedures for processing beneficiary change
26 requests, including but not limited to, any claim for breach of contract, bad faith, unfair or
27 deceptive act or practice, unreasonable denial of a claim for payment of benefits, violation of

the Consumer Protection Act, violation of the Insurance Fair Conduct Act, or negligence.

DATED: January 25, 2013

KRILICH, LA PORTE, WEST
& LOCKNER, P.S.

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By s/Thomas J. West
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Attorneys for Defendant Michael Powell

By s/Tim D. Wackerbarth
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Attorney for Terrica Powell

ASHBAUGH BEAL, LLP

By s/Anne M. Bremner for
Richard T. Beal, Jr., WSBA #09203
Attorneys for the Cox Defendants

II. ORDER

The parties having agreed and stipulated as set forth above, and the Court being fully informed in the premises, NOW, THEREFORE, IT IS HEREBY:

ORDERED, that any and all claims and/or counterclaims that were, or could have, been filed by Michael Powell or the Cox Defendants against New York Life, including but not limited to, any claim for breach of contract, bad faith, unfair or deceptive act or practice, unreasonable denial of a claim for payment of benefits, violation of the Consumer Protection Act, violation of the Insurance Fair Conduct Act, or negligence are hereby dismissed with prejudice and without costs to any of the parties hereto;

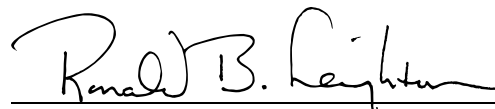
ORDERED, that New York Life and its affiliates and all of its present or former directors, officers, employees, agents and representatives are hereby discharged from all STIPULATION AND ORDER DISMISSING CLAIMS AGAINST NEW YORK LIFE INSURANCE COMPANY - 3
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1 liability relating to or arising out of or connected in any way with New York Life insurance
2 policy numbers 48789237 and 48789198, including but not limited to, any benefit payable
3 thereunder, the handling or investigation of this claim, New York Life's internal policies and
4 procedures for processing beneficiary change requests, or the disbursement of the interpleaded
5 funds; and

6 ORDERED, that Michael Powell and the Cox Defendants are hereby enjoined from
7 making any claim against New York Life and its affiliates and all of their present or former
8 directors, officers, employees, agents and representatives with regard to any benefit payable
9 under New York Life insurance policy numbers 48789237 and 48789198, or with regard to the
10 disbursement of the interpleaded funds, or with regard to the handling or investigation of this
11 claim, or with regard to New York Life's internal policies and procedures for processing
12 beneficiary change requests, including but not limited to, any claim for breach of contract, bad
13 faith, unfair or deceptive act or practice, unreasonable denial of a claim for payment of benefits,
14 violation of the Consumer Protection Act, violation of the Insurance Fair Conduct Act, or
15 negligence.

16 DATED this 25th day of January, 2013.

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18 
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20 Ronald B. Leighton
21 United States District Judge

22 Presented by:

23 LANE POWELL PC
24

25 By s/Tim D. Wackerbarth
26 Tim D. Wackerbarth, WSBA No. 13673
27 Joseph P. Corr, WSBA No. 36584
Attorneys for Defendant New York Life
Insurance Company

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